

## **CODE ENFORCEMENT LIEN SETTLEMENT AGREEMENT**

This Code Enforcement Lien Settlement Agreement (“Agreement”) is entered into this \_\_\_\_ day of May, 2025, by and between the CITY OF OAKLAND PARK, FLORIDA, a Florida Municipal Corporation (“City”) and Alexander Soto, Linda Weiss, Beverly Belensky, Milan Digiulio, Barbara Olin, Jason Weiss, and Michele Campi, as Trustee of the Joseph P. Campi Lifetime Revocable Trust Dated July 3, 1986 (“Owners”), City and Owners may each be referred to herein as Party and collectively as Parties.

### **RECITALS**

- A. Orders Imposing Fines and Liens (“Orders”) were entered by the Special Magistrate on December 17, 2021, December 17, 2019, and February 8, 2018 against the Owners as specified within Case No. 202107000001383 (SP21-141), Case No. 190983 (SP19-089), and Case No. 184453 (“Code Cases”), relative to the code violations imposed upon the Owners’ real property located at 3361 NE 11<sup>th</sup> Ave, Oakland Park, FL 33334 and more particularly described in Exhibit “A”, Legal Description (“the Property”).
- B. Owners have title to the real property located at 3361 NE 11<sup>th</sup> Ave, Oakland Park, FL 33334.
- C. As of April, 25, 2025, there is an amount due and owing to the City pursuant to the Code Cases.
- D. Upon consideration of Owners’ request for mitigation of liens relating to the Orders, the City and Owners jointly agree to enter into this Agreement to settle any liens relating to fines issued in the Code Cases pursuant to the terms and obligations specified herein.
- E. Owners have agreed to pay to the City ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000.00).
- F. The City’s interest in reducing the Code Liens reflect the public interest of maintaining and enhancing the general appearance and beneficial use of the Property.

### **TERMS**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, the City and Owners agree to the following terms:

- 1. **Recitals.** All of the above recitals are true and correct and are incorporated herein, represent the agreement, understanding, and stipulation of the Parties and may not be challenged by any Party at any time in the future.
- 2. Owners acknowledge and accept responsibility for the Code Liens and Orders of the City’s Special Magistrate entered in the Code Cases, acknowledge the validity of the City’s Code

Liens and waive any defenses to challenging the Orders of the City's Special Magistrate entered in the Code Cases or the Code Liens.

3. **Obligations of Owners.** In consideration of the City's agreement to settle the Code Lien as specified within this Agreement, Owners agree as follows:
  - A. Owners shall fully comply with the provisions of this Agreement within ninety calendar (90) days from approval of this Agreement by the City Commission ("Compliance Period"). Time is of the essence. Notwithstanding the foregoing, the City Manager has the authority to extend the Compliance Period up to thirty (30) days in the event of unavoidable delays related to emergencies (storm or otherwise) or delays due to unavailability of required materials in the market.
4. **Release of Code Lien.** The City agrees to reduce the Code Liens to the sum of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) and record a release of lien once all the provisions of this Agreement have been satisfied.
5. **Default.** In the event Owners fail to timely comply with the requirements of this Agreement within the Compliance Period or fail to make the payment required above, time being of the essence, the City's original lien amount as determined by the parties and as set forth in the Code Liens, shall be immediately due and payable.
6. **Covenant.** This Agreement shall be recorded in the Public Records of Broward County, Florida. This Agreement shall run with the land and shall be binding upon all parties, their successors and assigns in perpetuity.
7. **Joint Drafting.** The preparation of this Agreement has been a joint effort of the parties and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one party than the other.
8. **Notices.** Notices shall be sent to the following individuals for each respective party:

City of Oakland Park  
c/o David Hebert, City Manager  
City of Oakland Park  
3650 NE 12th Avenue  
Oakland Park, FL 33334

WITH A COPY TO:

Donald J. Doody, Esquire  
Goren Cherof Doody & Ezrol, P.A.  
3099 East Commercial Blvd., Ste. 200  
Ft. Lauderdale, FL 33308  
[ddoody@gorencherof.com](mailto:ddoody@gorencherof.com)

OWNERS:

Alexander, Soto, et al

1701 W Hillsboro Blvd. Suite 202  
Deerfield Beach, FL 33442

Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one (1) day after depositing with a nationally recognized overnight courier service, or (ii) three (3) days after depositing with the United States Mail, certified, return receipt requested to such address as either party may from time to time designate by written notice in accordance with this paragraph.

9. **Severability.** If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
10. **Jurisdiction and Venue.** The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of Florida. Any claim or dispute regarding a provision of this Agreement shall be brought in the courts of Broward County, Florida.
11. **Attorneys' fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether incurred before, during or after trial or upon any appellate level, or in any administrative proceeding, in arbitration, mediation or any proceeding in bankruptcy or insolvency.
12. **Miscellaneous.**
  - A. Owners hereby waive any and all rights to contest, defend or challenge any of the orders of violation rendered prior to the date of this Agreement in connection with the Code Cases or Code Liens.
  - B. Owners release City including its elected and appointed officials, agents, employees and attorneys (including any and all sureties and insurers of CITY) and anyone claiming by, through or for any or all of them, of and from any and all claims, demands, damages, and defenses whether arising out of law or equity, and whether previously asserted or unasserted, known or unknown from the beginning of time through the date of execution of this Agreement.
  - C. The Parties acknowledge and agree that this Agreement constitutes their entire and final understanding and agreement with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning all matters directly, indirectly, or collaterally related to the subject matter of this Agreement.

- D. The Parties acknowledge, understand and agree that nothing within this Agreement can be modified, amended, revoked or waived except by and with the express written consent of all Parties. No course of dealings between the Parties or their officers, employees, agents, or affiliates shall be relevant or admissible to supplement, explain, vary or waive any of the terms of this Agreement. Nor shall any course of dealings between the Parties or their officers, employees, agents, or affiliates be relevant or admissible to suggest any subsequent agreement with regard to the subject matter hereof has been agreed upon, absent a subsequent written agreement signed in writing by all Parties.
- E. The Parties acknowledge that they have entered into this Agreement willfully, freely and voluntarily, and with full knowledge of its significance and without any pressure or coercion. This Agreement supersedes all prior negotiations and agreements of the Parties.
- F. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The Parties agree that signatures by facsimile and/or .pdf are acceptable and binding.

IN WITNESS WHEREOF, the Parties have entered into and executed this Agreement as of the last date referenced below.

**CITY OF OAKLAND PARK,  
FLORIDA, a municipal corporation**

**CITY**

ATTEST:

CITY OF OAKLAND PARK

\_\_\_\_\_  
RENEE SHROUT  
CITY CLERK

BY: \_\_\_\_\_  
TIM LONERGAN, MAYOR

APPROVED AS TO FORM.

\_\_\_\_\_  
DONALD J. DOODY,  
CITY ATTORNEY

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared, \_\_\_\_\_, as MAYOR of the City of Oakland Park, who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

WITNESSES:

\_\_\_\_\_

Print Name

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

BY: \_\_\_\_\_

Alexander Soto

Signed on: \_\_\_\_\_

STATE OF FLORIDA            )

COUNTY OF BROWARD        )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared, Alexander Soto, who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

WITNESSES:

\_\_\_\_\_

Print Name

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

BY: \_\_\_\_\_

Linda Weiss

Signed on: \_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF BROWARD    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared, Linda Weiss, who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

WITNESSES:

\_\_\_\_\_

Print Name

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

BY: \_\_\_\_\_

Beverly Belensky

Signed on: \_\_\_\_\_

STATE OF FLORIDA            )

COUNTY OF BROWARD        )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared, Beverly Belensky, who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



WITNESSES:

\_\_\_\_\_

Print Name

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

BY: \_\_\_\_\_

Milan Digiulio

Signed on: \_\_\_\_\_

STATE OF FLORIDA            )

COUNTY OF BROWARD        )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared, Milan Digiulio, as who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

WITNESSES:

\_\_\_\_\_

Print Name

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

BY: \_\_\_\_\_

Barbara Olin

Signed on: \_\_\_\_\_

STATE OF FLORIDA            )

COUNTY OF BROWARD        )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared, Barbara Olin, who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

WITNESSES:

\_\_\_\_\_

Print Name

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

BY: \_\_\_\_\_  
Jason Weiss

Signed on: \_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF BROWARD    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared, Jason Weiss, who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

BY: \_\_\_\_\_  
Michele Campi, as Trustee of the Joseph P.  
Campi Lifetime Revocable Trust Dated July 3,  
1986

WITNESSES:

Signed on: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared, Michele Campi, as Trustee of the Joseph P. Campi Lifetime Revocable Trust Dated July 3, 1986 who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

## EXHIBIT A

### LEGAL DESCRIPTION

The North 44 feet of Lots 16, 17 and 18, the South eighty (80) feet of Lot 15, and all of Lots 14, Block 49, OAKLAND PARK SECOND ADDITION, according to the plat thereof, recorded in Plat Book 1, Page 39, of the Public Records of Broward County, Florida.